

Adopted

2013-0443

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 13-12-6

An ordinance to approve and authorize the execution of a Contract for Testing Services with Eustis Engineering Services, L.L.C. for necessary professional engineering services associated with Parish Project No. P080905, St Charles Parish West Bank Levee Initiative.

WHEREAS, the St. Charles Parish Council desires to have the following described projects undertaken:

PROJECT DESCRIPTION:

Testing Services for Parish Project No. P080905 St Charles Parish West Bank Levee Initiative. The service will include but will not be limited to providing professional testing services for the St Charles Parish West Bank Levee Initiative, providing professional testing services for levee embankment construction, consultation and advice; and,

WHEREAS, the opinion of probable project budget is as follows:

3 year contract for Testing Services (\$150,000 annual cap) \$ 450,000.00
(Contract provision for 3 year extensions)

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the contract for Professional Testing Services between Eustis Engineering Services, L.L.C. and the Parish of St. Charles is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

SECTION III. That the necessary funds for the total project budget in the amount \$150,000.00 annually be allocated to Parish Project No. P080905, St Charles Parish West Bank Levee Initiative and appropriated from the West Bank Hurricane Protection Levee (310) Fund.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN,
 COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of December, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *W. J. St. Pierre*

ACTING SECRETARY: *Colli Madore*

DLVD/PARISH PRESIDENT: *12/4/13*

APPROVED: DISAPPROVED:

PARISH PRESIDENT: *W. J. St. Pierre*

RETD/SECRETARY: *12/4/13*

AT: *1:05 pm* RECD BY: *cm*



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 4th day of December, 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and EUSTIS ENGINEERING SERVICES, L.L.C., a Louisiana Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. P080905 which includes all St Charles Parish West Bank Hurricane Levee Projects.

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services.
- b. SCOPE OF SERVICES:

To provide professional field and laboratory testing services for levee embankment for the St Charles Parish West Bank Hurricane Levee Projects, to comply with the Project Specifications as developed by the Owner's Engineer of record. Services shall include providing professional reports on testing conducted and issued to Owner and their Engineer of record, in both hard copy and electronic formats. The levee embankment testing services will include, but not be limited to the following professional tests as specified by the task orders:

- Soil Testing
 1. In-Place Density Testing
 2. Soil Classification
 3. Atterberg Limits
 4. Control Compaction Curves
 5. % of Max. Dry Density
 6. Sand-Cone Method for Verification
 7. Moisture Content
 8. In-Place Organic Content Tests
 9. Material Classification
 10. Plasticity Index
 11. Organic Content
 12. Sand Content by Weight
 13. Moisture Content
- Fertilizing, Seeding, and Mulching
 1. pH, Salinity, Fertility of Soils
 2. Review reports from Certified Agronomist

The OWNER reserves the right to request additional testing services as testing requirements are determined throughout the duration of the Project.

3. PERIOD OF SERVICE

- a. This AGREEMENT is for a period of three ~~one~~ years.

- b. Upon agreement between all parties, the AGREEMENT may be extended for additional three year period increments.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is Standard Hourly Rates plus related Reimbursable Expenses.
- b. Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule attached to this AGREEMENT as Exhibit A.
- c. Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost.
- d. Total compensation for the Scope of Services described in Section 2B, shall not exceed \$150,000.00, annually including reimbursable expenses unless authorized by Owner.
- e. CONSULTANT shall attach timesheets, logs, or other documentation, satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the monthly invoices for payment.
- f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
- g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
- h. The use of overtime is only authorized per individual employee working over 40 hrs per week on this Project and under this AGREEMENT.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by providing access to the project jobsite to complete his Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.
- c. OWNER, upon receiving any applicable completed or partially completed deliverable, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

- a. For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

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ST. CHARLES PARISH

V. J. St. Pierre, Jr.

By: Mr. V.J. St. Pierre, Jr.
Parish President

ATTEST

Kathy D. LeRoux

EUSTIS ENGINEERING SERVICES,
L.L.C.

James J. Hance, P.E.

By: James J. Hance, P.E.
Vice President and Chief Financial
Officer